

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

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CLERK
US BANKRUPTCY COURT
ALEXANDRIA DIVISION

In re: BNG GROUP LLC

Case No. 25-10463-BFK

Chapter 11 (Subchapter V)

Hon. Brian F. Kenney

In re: SKIN LOGIC, LLC

Case No. 23-11352-KHK

Chapter 11

Hon. Klinette H. Kindred

**EMERGENCY MOTION TO ENFORCE ASSET PURCHASE AGREEMENTS,
PROTECT PURCHASER'S DEPOSITS, AND GRANT A 30-DAY EXTENSION
TO CLOSE IN THE BEST INTEREST OF CREDITORS AND EMPLOYEES**

COMES NOW Dr. Leila Kump, M.D., a non-debtor purchaser under two Asset Purchase Agreements ("APAs") with Debtors BNG Group LLC and Skin Logic, LLC, and respectfully submits this EMERGENCY MOTION for entry of an Order to:

- (1) Enforce the APAs as valid and binding;
- (2) Protect substantial deposits already paid in good faith; and
- (3) Grant a thirty (30) day extension to close both transactions. This motion is submitted

on an emergency basis due to the imminent risk of auction sale, business liquidation, and resulting irreparable harm to the estates, employees, and customers.

The requested relief will maximize estate recovery, prevent liquidation losses, protect employees and customers, and stabilize ongoing operations at 2 Pidgeon Hill Drive.

BACKGROUND

1. On November 8, 2024, I executed an APA to acquire the business assets of Skin Logic, LLC, debtor in Case No. 23-11352-KHK, for a total price of \$1,150,000, and tendered a \$100,000 deposit. I am working with Bank of Oak Ridge, which has nearly completed underwriting and is prepared to close before June 25, 2025

2. On March 9, 2025, I entered into a separate APA with BNG Group LLC, the debtor in Case No. 25-10463-BFK and owner of the commercial property at 2 Pidgeon Hill Drive, Sterling, VA, to purchase that real estate for \$8,300,000, supported by a \$140,000 deposit. I am in the final stages of financing through Commercial Capital Funding Group, LLC, a division of Nexus Financial Group, Inc., with closing expected on or before July 25, 2025.

Originally, the APA with BNG Group LLC was executed at a purchase price of \$8,300,000. However, due to delays in lender underwriting and in good faith effort to proceed, I increased the offer to \$8,400,000. If the Court grants the requested 30-day extension to close, I am willing to further increase the purchase price to \$8,450,000 to ensure full recovery for creditors and demonstrate my commitment to completing the transaction."

3. As a condition imposed by BNG Group LLC, I was required to execute a lease agreement for the Skin Logic premises. That lease contains an onerous and punitive provision requiring the payment of \$896,000 in penalties in the event of any late rent. This provision is economically unreasonable and poses an unjust windfall to the property owner in the event of technical default.

ARGUMENT

4. Granting a 30-day extension and enforcing both Asset Purchase Agreements is essential to protect the best interests of the bankruptcy estates, maximize recovery for creditors, and avoid avoidable financial collapse. The proposed transactions—totaling \$9,600,000—offer a materially superior outcome compared to the pending \$7.5 million auction sale of the real property alone. Specifically:

- The APA transactions exceed the auction price by \$2,100,000, offering a significantly greater return to creditors and preserving more value within the estates;
- If the Court allows the auction to proceed and the APA closings to fail, the estates not only lose the \$2 million premium but also face the liquidation of Skin Logic, LLC, which would recover no more than \$350,000, eliminating over \$9 million in total value;
- 260 + customers who prepaid \$185,000 for services, memberships, and gift cards would be left uncompensated, generating reputational and administrative liabilities;
- The closure of Skin Logic would displace 32 employees, harming families, increasing administrative wage claims, and eliminating a functioning enterprise.
- Skin Logic currently contributes approximately 30% of the total rental income for 2 Pidgeon Hill Drive. Its loss would destabilize the building's cash flow and likely precipitate default, especially if sold at auction to a buyer lacking tenant continuity.

- Critically, the building suffers from faulty elevator systems and a malfunctioning HVAC system, both of which require substantial capital investment. These burdens were acknowledged in APA negotiations but would likely come as unforeseen liabilities to any auction purchaser. Given the thin margins of a \$7.5 million distressed sale, these repair obligations could push an auction buyer into bankruptcy shortly after acquisition, triggering a new wave of litigation, creditor exposure, and commercial failure.

In contrast, the APA purchaser, Dr. Kump, has fully inspected the property, accounted for these risks in her offer, and is committed to long-term occupancy and capital improvement. The proposed APA transactions protect the estates, tenants, and the building itself as a going concern, avoiding further deterioration of the asset. The equities, economic outcomes, and systemic stability all favor approval of the APAs with a brief 30-day extension.

REQUEST FOR RELIEF

WHEREFORE, Dr. Kump respectfully requests that this Court:

1. Enforce the APA executed on November 8, 2024, with Skin Logic, LLC, and the APA executed on March 9, 2025, with BNG Group LLC.
2. Extend the closing deadlines by thirty (30) days, by July 20, 2025, to allow financing to be completed.
3. Protect the purchaser's deposits totaling \$240,000 from forfeiture.

4. Recognize that denying this relief would result in extensive harm to creditors, customers, and employees, while jeopardizing a functioning business and commercial asset.

6. Grant such other and further relief as this Court deems just and proper.

CONCLUSION

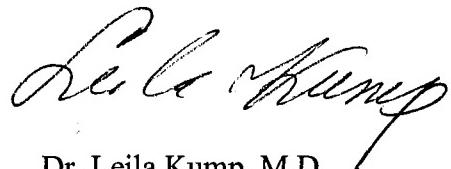
Dr. Kump has fully fulfilled her obligations, acted in good faith, and secured reputable financing. A short 30-day extension is all that stands between the completion of both closings and a catastrophic financial loss to both estates. The requested relief is just appropriate and essential.

Respectfully submitted,

Dated: June 23 2025

Dr. Leila Kump, M.D.

Pro Se



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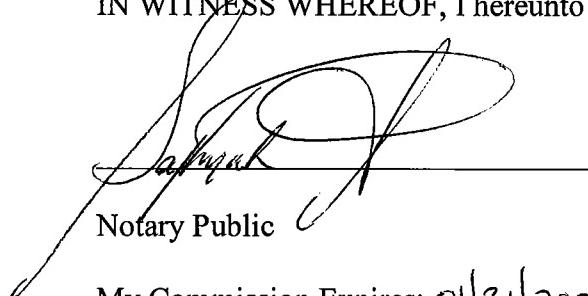
Notary Acknowledgment:

COMMONWEALTH OF VIRGINIA

COUNTY OF Loudoun

On this 22nd day of June, 2025, before me, the undersigned Notary Public, personally appeared Leila I. Kump, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

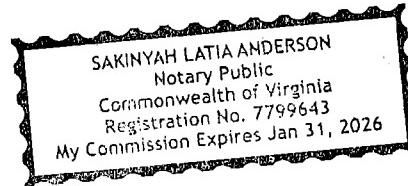
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 01/31/2026

Notary Registration Number: 7799643



CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of June 2025, this, a true and correct copy of the foregoing Emergency motion to enforce Assets Purchase Agreements and Grant 30 Day Extension to close was served via Email on all parties entitled to such notice.

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/s/ Leila Kump



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23rd day of June 2025